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JOSE CASTRO

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOSE CASTRO, an individual;
individually and on behalf of all other
similarly situated current and former
employees,

Plaintiff.

V.

STARBUCKS CORPORATION, a Washington Corporation, and DOES 1 through 100, Inclusive.

Defendants.

Case No. CV 08-05425-GAF(PJWx)

**AMENDED PROTECTIVE ORDER
RE: CONFIDENTIAL DISCOVERY
MATERIAL**

Ctrm: 740-Roybal

Judge: Honorable Gary A. Feess

Date Action Filed: July 15, 2008

1 Disclosure and discovery activity in this action are likely to involve production of
2 confidential, proprietary, or private information for which special protection from public
3 disclosure and use for any purpose other than prosecuting this litigation would be
4 warranted. Accordingly, IT IS HEREBY STIPULATED AND AGREED, by and
5 between Plaintiff Jose Castro (“Plaintiff”) and Defendant Starbucks Corporation
6 (“Defendant”) (collectively, the “Parties”), through their undersigned counsel, that this
7 Court enter the following Stipulated and Proposed Protective Order Regarding
8 Confidential Discovery Material (“Stipulated Protective Order”) with respect to pre-trial
9 discovery. This Stipulated Protective Order will govern documents and information
10 produced by the Parties in response to discovery requests in this action, Case No. CV
11 08-05425 GAF (PJWx) (“discovery material”).

12 **I. DESIGNATION AND USE OF CONFIDENTIAL MATERIAL**

13 A. During the course of litigation, either party may seek to have discovery
14 material classified as “confidential.” Any party (“designating party”) may designate as
15 confidential any discovery material if the party in good faith believes that it contains
16 confidential personal or commercial information, specifically including any employee
17 payroll data, time-clock data or other employee personnel data and/or contact
18 information, or Defendant’s internal policies, practices or strategies. Discovery material
19 that is so designated is referred to herein as “Confidential Material.” The designating
20 party will mark each page “Confidential” of any document designated as such. The
21 designation will be made to avoid obscuring or defacing any portion of the discovery
22 material. Should any party, counsel for any party, or any person not a party to this
23 action, who obtains access to any Confidential Material make copies of or from such
24 material, the material will also be designated Confidential and all references in this
25 Stipulated Protective Order will be deemed to apply to such copies. Deposition
26 testimony based on information designated Confidential will be identified as such either
27 by a statement on the record at the deposition or by marking as Confidential documents
28 or selected pages of documents containing such testimony. If either party, through

1 inadvertence, fails to designate discovery material as Confidential, but thereafter
2 determines that such discovery material should have been so designated, it promptly
3 will provide written notice of the Confidential designation and to the extent practicable
4 the discovery material will be treated as Confidential Material from the date of receipt
5 of such notice. Likewise, if a party designates discovery material Confidential and later
6 determines that such discovery material should not have been so designated, it will
7 promptly provide written notice of the removal of the designation along with a duplicate
8 copy of the discovery material without the Confidential marking.

9 B. All Confidential Material and any portion thereof, including copies thereof
10 will be deemed confidential and will be for use in these proceedings only, including
11 purposes that may be considered ancillary to this action but are related to the resolution
12 of the claims asserted in the action, such as the mediation, negotiation, and/or voluntary
13 arbitration of one or more of the asserted claims.

14 C. All Confidential Material and any portion thereof, including copies thereof,
15 and any information derived therefrom will not be disclosed in any way to anyone other
16 than: (a) the Court and Court personnel; (b) the Parties' counsel and their staff; (c)
17 stenographic reporters; (d) the named parties; (e) any current or former officers,
18 directors, or employees of the Parties who are needed to assist their counsel in this
19 action; and the following, provided that they expressly agree to be bound by the terms
20 of this Stipulated Protective Order by executing the form attached as Exhibit A
21 (discussed below in section II); (f) any expert or consultant retained in connection with
22 this action; (g) witnesses and potential witnesses at, and in preparation for, deposition,
23 trial, or hearing herein, and (h) outside vendors who perform photocopying, data entry,
24 or similar clerical functions. Confidential Material may not be disclosed to any other
25 person or entity without the prior written consent of the designating party or order of the
26 Court. Any disclosure should be only to the extent reasonably necessary for the
27 effective prosecution and defense of the claims in this action, and for no other purpose.
28

1 **II. CONDITIONS OF DISCLOSURE**

2 A. As set forth in section I.C. above, prior to the disclosure of Confidential
3 Material or any information contained therein to the persons qualified to receive it but
4 required to execute Exhibit A, counsel for the requesting party will secure from each
5 such person the signed Exhibit A, which provides that he or she has read this Stipulated
6 Protective Order, that he or she will not divulge any Confidential Material or any
7 information contained therein except in the preparation, trial, or appeal of this action
8 and in accordance with the terms and conditions of the Stipulated Protective Order, and
9 that he or she will not use the material for any other purpose.

10 B. Confidential Material will be copied only by the Parties' counsel in this
11 action or by personnel or outside vendors assisting such counsel and only for purposes
12 permitted by this Stipulated Protective Order, and control and distribution of
13 confidential material and copies thereof will be the responsibility of such counsel, who
14 will maintain a list of all persons to whom confidential material has been disclosed as
15 well as the written assurances executed by such persons as provided in sections I.C. and
16 II.A. For good cause shown in connection with any question of improper disclosure, a
17 designating party may request the Court to order a party to disclose in camera a list of
18 all persons to whom Confidential Material has been disclosed as well as the written
19 assurances executed by such persons.

20 C. The restrictions set forth in this Stipulated Protective Order will not apply
21 to: (a) information that was, is or becomes public knowledge through its authorized
22 release by a person or entity who rightfully obtained and possesses such information
23 during the normal course of business, and not in violation of this Stipulated Protective
24 Order; or (b) Defendant (or its affiliates), with respect to its own information or
25 information received or created during the normal course of its own business. Whether
26 information that becomes a matter of public record in any other manner may still be
27 subject to protection as confidential will be determined according to the standards and
28 procedures set forth herein. The owner of Confidential Material will be able to seek

1 protection of that information in accordance with the provisions of this Stipulated
2 Protective Order.

3 **III. PROTECTING CONFIDENTIAL INFORMATION AT DEPOSITIONS**

4 A. During a deposition, either party may request any person present to sign the
5 attached Exhibit A with the exception of any deposition reporters, videographers, and
6 any individuals listed in sections I.C.(a)–(e).

7 B. To designate confidential information in testimony, the designating party
8 will (a) make an oral statement to that effect on the record, or (b) notify the recipient in
9 writing at any time up to 30 days after receipt of the transcript.

10 C. If any Confidential Material is marked as an exhibit in a deposition, or
11 hearing, or other proceeding in this action, and its contents are disclosed, wholly or
12 partially, in the course of the testimony at such proceeding, counsel for the Parties will
13 (a) advise the reporter that the exhibit(s) refer to Confidential Material or (b) notify the
14 recipient in writing at any time up to 30 days after receipt of the transcript. In either
15 case, the exhibit itself, as well as the portions of the transcript containing such
16 disclosure, will be marked Confidential and will be deemed Confidential Material. To
17 this end, the reporter will not furnish copies thereof to anyone other than counsel of
18 record for the Parties herein, and, if so requested by such counsel, the witness and the
19 witness' counsel.

20 **IV. USE OF CONFIDENTIAL INFORMATION IN COURT FILINGS**

21 To the extent a party intends to file under seal material that was previously
22 designated by any party as Confidential Material, the filing party must comply with
23 Civil Local Rule 79-5. Any document designated as Confidential Material is deemed
24 appropriate for filing under seal only if the party intending to file it as such submits an
25 application complying with Civil Local Rule 79-5 that is subsequently granted by the
26 Court. The Parties agree to endeavor to minimize the number of documents filed with
27 the Court that contain Confidential information.

1 **V. CHALLENGING A CONFIDENTIAL DESIGNATION**

2 If at any time during this litigation a party disputes the designation of discovery
3 material as Confidential, the objecting party will notify the designating party in writing
4 by facsimile of such dispute. The objecting party's notice will identify the material in
5 dispute and explain the basis for the objection. The designating party will have 10
6 calendar days to provide a written response by facsimile to the notice, explaining its
7 reason for designating the material at issue as Confidential. Should the objecting party
8 dispute such reasons, the objecting party may submit to the Court: (1) a copy of this
9 Stipulated Protective Order; (2) the written notice of dispute; (3) the written response to
10 the notice of dispute; (4) a reply in support of the written notice of dispute; (5) a copy of
11 the material at issue (to be submitted under seal); and (6) a proposed order concerning
12 the confidentiality of the material at issue for resolution by the Court or by any officer
13 of the Court designated by the Court to hear discovery matters in this litigation.
14 Throughout the dispute resolution procedure in this paragraph, the designating party
15 will have the burden of demonstrating that the material at issue is properly designated as
16 confidential under California law. In the event of a dispute over the confidentiality of
17 particular material, the Parties will continue to treat the disputed discovery material as
18 confidential until the dispute is resolved.

19 **VI. NON-PARTY SUBPOENAS**

20 If any party receives a subpoena from any non-party to this Stipulated Protective
21 Order seeking production or disclosure of Confidential Material, that party (the
22 "subpoenaed party") will give notice, as soon as practicable and in no event more than
23 five business days after receiving the subpoena, to counsel for the designating party,
24 which notice will enclose a copy of the subpoena, such that the designating party may
25 assert its rights, if any, to non-disclosure.

26 **VII. NO RESTRICTIONS**

27 Nothing in this Stipulated Protective Order will: (a) restrict any party with
28 respect to their own documents or information; (b) restrict any party's rights with regard

1 to discovery material that has not been designated as Confidential; (c) prejudice any
2 party's rights to object to the production or disclosure of documents or other information
3 that it considers not subject to discovery; or (d) restrict the scope of discovery that can
4 be sought by any party or deemed permissible by the Court; or (e) prejudice any party's
5 right to seek, either by agreement or by application to the Court, greater or lesser
6 protection than that provided herein, or modification of the terms of this Stipulated
7 Protective Order. Nothing in this Stipulated Protective Order will be deemed to be a
8 limit on or waiver of the attorney-client privilege, work product privilege, or any other
9 relevant privilege. Nothing in this Stipulated Protective Order will be deemed an
10 agreement by either party to produce certain types of documents and/or information.

11 **VIII. RETURN OF CONFIDENTIAL MATERIALS**

12 Within 60 days after the conclusion of this action, including any appeals, any
13 party may request the return of all materials designated as Confidential Material and the
14 responding party shall have 30 days thereafter to comply with such request. This
15 provision will not apply to court filings or file copies of pleadings, briefs or
16 correspondence maintained by the Parties' respective counsel in the ordinary course of
17 business.

18 **IX. BINDING EFFECT**

19 This Stipulated Protective Order will remain in full force and effect at all times
20 during which any party to this Stipulated Protective Order or any person having
21 executed the attached Exhibit A retains in his, her, or its possession, custody or control
22 any Confidential Material.

23 **X. ADDITIONAL PARTIES TO LAWSUIT**

24 If other parties are added to this action, no Confidential Material previously
25 exchanged, produced, or used herein will be disclosed to such other parties or their
26 counsel except upon their agreeing to be bound by the provisions of this Stipulated
27 Protective Order.

1 **XI. ADDITIONAL RIGHTS**

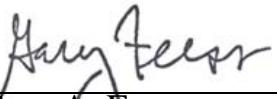
2 This Stipulated Protective Order is without prejudice to the right of any party to
3 move the Court for an order for good cause shown for protection of Confidential
4 Material sought by or produced through discovery, which protection is different from or
5 in addition to that provided for in this Stipulated Protective Order, and such right is
6 expressly reserved. Similarly, each party expressly reserves the right at any time to
7 request the Court to authorize disclosure other than contemplated hereunder of materials
8 subject to this Stipulated Protective Order.

9

10 **ORDERED AND APPROVED:**

11

12 Dated: February 6, 2009

13 
14 _____
15 Honorable Gary A. Feess
16 United States District Court Judge

1 EXHIBIT A

2 ACKNOWLEDGEMENT CONCERNING INFORMATION COVERED BY A
3 PROTECTIVE ORDER ENTERED IN THE UNITED STATES DISTRICT
4 COURT – CENTRAL DISTRICT OF CALIFORNIA

5 The undersigned hereby acknowledges that he/she has read the Stipulated
6 Protective Order Regarding Confidential Discovery Material (“Stipulation” or
7 “Stipulated Protective Order”) governing *Castro v. Starbucks Corporation*, Case No. CV
8 08-05425 GAF (PJWx) and understands its terms, agrees to be bound by each of those
9 terms, and agrees to subject himself/herself personally to the jurisdiction of the United
10 States District Court, Central District of California, for the purpose of enforcing its
11 terms. Specifically, and without limitation upon such terms, the undersigned agrees not
12 to use or disclose any Confidential Material made available to it/him/her other than in
13 accordance with the terms and conditions of this Stipulated Protective Order.

14
15 Dated: _____, 2009

16
17 By: _____

18
19 Signature

20
21 _____
22 Printed Name

23
24 Of: _____

25
26 Name of Employer